

1 BILL NO. S-84-06- 12

2 SPECIAL ORDINANCE NO. S- 73-84

3 AN ORDINANCE approving a Contract
4 between Richard Ness Excavating &
5 Trucking, Inc. for Demolition of
6 City Utilities Building, Resolution
#5997-84 and the City of Fort Wayne,
Indiana, in connection with the Board
of Public Works.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the annexed Contract by and between
10 Richard Ness Excavating & Trucking, Inc. for demolition of City
11 Utilities Building, Resolution #5997-84 and the City of Fort Wayne,
12 Indiana, in connection with the Board of Public Works, for:

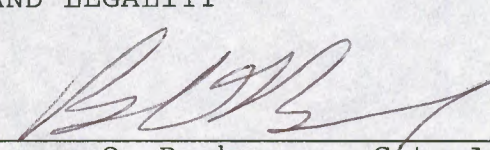
13 This Contract for Res. #5997-84
14 between Richard Ness Excavating
15 and Trucking is for the demolition
16 of buildings, structures, and
17 clearing site located at 308 East
Berry Street, known as "City Utili-
ties Bldg."; more particularly
located on Lot 66, County Addition,
and Lot #1 of Hanna Addition;

18 involving a total amount of Thirty-Six Thousand Seven Hundred
19 Sixty-Four and No/100 Dollars (\$36,764.00), all as more particu-
20 larly set forth in said Contract and which is on file with the Of-
21 fice of the Board of Public Works and is by reference incorporated
22 herein, made a part hereof and is hereby in all things ratified,
23 confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all necessary
26 approval by the Mayor.

27
28 
Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by GiaQuinta, seconded by Lee, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.

DATE: 6-12-84 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by GiaQuinta, seconded by Lee, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	_____	_____	_____	<u>✓</u>	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-26-84 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 73-84 on the 26th day of June, 1984,

ATTEST: (SEAL)
Sandra E. Kennedy Ray A. E. Clark
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of June, 1984, at the hour of 1:00 o'clock P. .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of June, 1984, at the hour of 3:00 o'clock P. .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

71

by and between Richard Ness Excavating & Trucking, Inc. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve
Improvement Resolution Number 5997-84

Berry Street, known as "City Utilities Building", more particularly located on

Lot 66, County Addition, and Lot 1 of Hanna Addition.

XX

ment Resolution No. 5997-84 ~~and all the following items per lineal index~~

Building Demolition & Disposal	Lump Sum (L.S.)	\$20,140.00
Special Compacted Backfill & Site Clean-Up	Lump Sum (L.S.)	9,224.00
	<u>TOTAL BASE BID</u>	<u>\$29,364.00</u>

Total Removal of Foundation Walls, Footings, & Floor	Lump Sum (L.S.)	\$ 3,000.00
---	-----------------	-------------

Salvage of All Stone Work, Such as Coping, Corner Stones, Stone Lintels & Foundation Stone	Lump Sum (L.S.)	\$ 4,000.00
--	-----------------	-------------

Break Out Bottom of Cistern & Fill	Lump Sum (L.S.)	\$ 400.00
---------------------------------------	-----------------	-----------

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5997-84 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally ***The work which Contractor is required to perform under Contract shall be completed within 45 consecutive calendar days, commencing at the date of issue of the first Notice to Proceed. and in all respects completed on or before _____, 19____ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

_____, 19____ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 7

day of June, 19 84

ATTEST:

Maureen D. Ness
Corporate Secretary

RICHARD NESS EXCAVATING & TRUCKING, INC.

BY:

Richard Ness
President
ITS: Richard Ness Excav. & Trkg. Co., Inc.
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

David Kier
James H. Kelly
Mark T. H.
Its Board of Public Works and Mayor.

ATTEST:

Alex U. Gochenson
Secretary and Clerk

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,
 - (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
- (2) a record of such an impairment, and includes,
- (3) a person who is regarded as having such an impairment; provided that,
- (4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

EXHIBIT "A"
(page 3)

IMPROVEMENT RESOLUTION

FOR CURB AND SIDEWALK

4-25-84

No. 5997 - 1984

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to ~~improve~~ demolish buildings, structures, and clearing site located at 308 East Berry Street, known as "City Utilities Building"; more particularly located on Lot 66, County Addition, and Lot 1 of Hanna Addition.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by City of Fort Wayne from Fund No. 167 (Land Sale Fund).

Adopted, this 25th day of April, 1984

ATTEST: Alan O. Gacherau
Secretary & Clerk

BOARD OF PUBLIC WORKS:

Samuel J. Kuntz
W. B.

UNITED STATES FIDELITY AND GUARANTY COMPANY



PERFORMANCE BOND

Approved by The American Institute of Architects
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

KNOW ALL MEN BY THESE PRESENTS:

That Richard Ness Excavating & Trucking, Inc.
..... as Principal,
hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto Board of
Public Works, City of Fort Wayne, Indiana
as Oblige, hereinafter called Owner, in the amount of Thirty Six Thousand, Seven Hundred
Sixty Four and No/100 ----- Dollars (\$ 36,764.00),
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 30, 1984, entered into a contract with Owner for

Demolition of the City Utilities Building located at
308 E. Berry Street, Fort Wayne, Indiana

in accordance with drawings and specifications prepared by
(Here insert full name, title and address)
....., which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the low-
est responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of
completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable
hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall
mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by
Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the
Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or
the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 30th day of May, 1984

In the presence of:

.....
(Witness)

Erica J. Mallett
(Witness)

RICHARD NESS EXCAVATING & TRUCKING, INC.

By Richard Ness INC.
(Seal) Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By James H. Green (Seal)
Attorney-in-fact

UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER

That Richard Ness Excavating & Trucking, Inc.

..... as Principal,
hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws
of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto Board of
Public Works, City of Fort Wayne, Indiana
as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Thirty Six
Thousand, Seven Hundred Sixty Four and No/100 --- Dollars (\$ 36,764.00),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated May 30, 19 84, entered into a contract with Owner for
Demolition of the City Utilities Building located at 308 E. Berry
Street, Fort Wayne, Indiana
in accordance with drawings and specifications prepared by

(Here insert full name, title and address)

..... which contract is by reference made a part
hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all
claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material,
or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that
part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who
has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's
work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such
claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The
Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
 - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the
following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the
last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy
the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or
performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope
addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business,
or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that
such service need not be made by a public officer.
 - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood,
however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation
shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the
project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part
thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive
of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the
amount of such lien be presented under and against this bond.

Signed and sealed this 30th day of May, 19 84

RICHARD NESS EXCAVATING & TRUCKING, INC.

By Richard Ness (Seal)
Principal

(Witness)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Doreen Green (Seal)

Attorney-in-fact

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No.92784.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 11th day of February, A. D. 19 82

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By.....Michael B. Casey.....
Vice-President.

(SEAL)

(Signed)

.....James M. Carroll.....
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, }

On this 11th day of February, A. D. 1982, before me personally came Michael B. Casey, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and James M. Carroll, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Michael B. Casey and James M. Carroll were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1982..

(SEAL)

(Signed)

.....Margaret M. Hurst.....
Notary Public.

STATE OF MARYLAND }
BALTIMORE CITY, }

Sct.

I, Charles W. Mackey, Jr., Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 11th day of February, A. D. 19 82

(SEAL)

(Signed)

.....Charles W. Mackey, Jr.....
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **James M. Carroll**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Diane T. Green**

of **Fort Wayne, Indiana**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on **May 30, 1984**
(Date)


Assistant Secretary.

1984 JUN -4 PM 3:56

BOARD OF PUBLIC WORKS

PLATINUM E AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Richard Ness Excavating & Trucking, Inc
as Principal, and the Yaste, Zent & Rye Agency, Inc., P.O. Box 1367, Fort Wayne,
Indiana, a corporation organized under the laws of the
State of Indiana, and duly authorized to transact business in the
State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,
Indiana, an Indiana Municipal Corporation in the sum of THIRTY SIX THOUSAND
SEVEN HUNDRED SIXTY FOUR DOLLARS AND NO CENTS
(\$ 36,764.00), for the payment whereof well and truly to be made,
the Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. The
condition of the above obligation is such that

WHEREAS, the Principal did on the 11 day of June, 1984,
enter into a contract with the City of Fort Wayne to construct

Improvement Resolution No. 5997-84

To demolish buildings. structures, and clearing site located at 308 East Berry
Street, known as "City Utilities Building"; more particularly located on
Lot 66, County Addition, and Lot 1 of Hanna Addition.

at a cost of \$ 36,764.00, according to certain plans and specifications
prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement
provides:

1. That said improvement shall be completed according to said plans and
specifications, and contractor shall warrant and guarantee all work, mater-
ial, and conditions of the improvement for a period of three (3) years from
the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after comple-
tion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifica-
tions, and repairs as required by the City within thirty (30) days after
notice.

... said Surety, for value received, hereby stipulate and agree that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

Richard Ness Excavating & Trucking, Inc.
(Contractor)

BY: Richard Ness

ITS: President

ATTEST:

W.C. Stull
Bookkeeper
(Title)

Surety

*BY: _____
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Richard Ness Excavating & Trucking, Inc.
(Name of Contractor)

P.O. Box 455, Huntington, Indiana 46750
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Yaste, Zent & Rye Agency, Inc.
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THIRTY SIX THOUSAND SEVEN HUNDRED SIXTY FOUR DOLLARS AND NO CENTS

for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 11 day of June, 19 84, for the construction of:

Improvement Resolution No. 5997-84

To demolish buildings, structures, and clearing site located at 308 East Berry Street, known as "City Utilities Building"; more particularly located on Lot 66, County Addition, and Lot 1 of Hanna Addition

at a cost of THIRTY SIX THOUSAND SEVEN HUNDRED SIXTY FOUR DOLLARS AND NO CENTS

(\$ 36,764.00), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WHEREFORE, if the Principal shall promptly pay to the persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 counter-
(number)
parts, each one of which shall be deemed an original, this 7 day of
June, 1984.

(SEAL)

ATTEST:

Richard Ness Excavating & Trucking, Inc.
Principal

BY Richard Ness
President
(Title)

#1 Hitzfield St. Huntington, IN 46750
(Address)

Maureen M. Ness
(Principal) Secretary

Keith E. Stahl
Witness as to Principal

#1 Hitzfield St. Huntington, IN
(Address)

Yaste, Zent & Rye Agency, Inc.
Surety
BY Attorney-in-Fact
(Authorized Agent)

Witness as to Surety
(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

21101

PRECISION NO. 1101-2031

May 13, 1931
Statewide, except Lake,
Lafayette, Porter and
Joseph Counties,
Indiana

Additional
Linemen
Electrical Underground
Construction shall in-
clude excavation of
earth, laying of con-
duits, ducts, cable and
bells for direct light-
transformers and
excavation of manholes;
Steward, except
Clifton, Pike, Dubois,
Gravard, Posey,
Vanderburg, Warrick,
Spencer, Perry
Counties, and the
Remainder of Lake
County (exclusive
of Calumet Area);
Lineman and Equip-
ment Operator
Powderman and Equip-
ment Mechanic
Groundmen and Truck
Driver

Bill Item	Per Unit
515.09	5.651
12.01	0-1/21
10.25	0-1/21

[illegible]

[illegible]

COUNTY MAPS

- Area 1: Adams, Allen, DeKalb, Noble, Stueben and Whitley Counties
 Area 2: Elkhart, Lawrence and Kosciusko Counties
 Area 3: Blackford, Delaware, Grant, Huntington, Jay, Randolph,
 Wabash and Wells Counties
 Area 4: Decatur, Fayette, Franklin, Rush, Union, and Wayne Counties
 Area 5: Bartholomew, Brown, Dearborn, Jackson, Jefferson, Jennings,
 Lawrence, Ohio, Orange, Ripley, Scott, Shelby (except parts ending
 at Pleasant View), Switzerland and Washington Counties
 Area 6: Clark, Floyd and Harrison Counties
 Area 7: Crawford, Dubois, Perry, Posey, Spencer, Vanderburgh, and
 Warrick Counties
 Area 8: Daviess, Gibson, Knox, Martin, and Pike Counties
 Area 9: Greene and Sullivan Counties
 Area 10: Clay, Owen (Southwestern Pan Handle only), Parke, Putnam,
 Vermillion, and Vigo Counties
 Area 11: Monroe, Morgan (Southern half) and Owen (Remainder of County)
 Counties
 Area 12: Boone, Hamilton (Southern half North to Route Indiana 32
 including Noblesville), Hancock (Southwestern corner North to but
 not including Wilkinson and East to but not including Fortville),
 Hendricks, Johnson, Marion, and Morgan (Northern half), Shelby
 (parts ending at Pleasant View) Counties
 Area 13: Hamilton (Remainder of County), Hancock (Remainder of County),
 Henry, Madison, and Tipton Counties
 Area 14: Benton (Eastern 2/3), Carroll, Cass, Clinton, Fountain
 (Eastern half), Howard, Miami, Montgomery, Tippecanoe, Warren (North-
 eastern 1/3) and White Counties
 Area 15: Remainder of Benton, Fountain, and Warren Counties
 Area 16: Fulton, Marshall, and Pulaski (Southern 1/3) Counties
 Area 17: Jasper (Northwestern portion West to but not including
 Westfield), Pulaski (Northern 2/3), and Starke Counties
 Area 18: Jasper (Remainder of County) and Newton Counties
 INDIAN RESERVES:
 Area 1: Adams, Allen, Blackford, DeKalb, Delaware (Northeastern
 1/3 of County), Fulton (Western Pan Handle), Grant (Excluding
 Southwestern portion), Huntington, Jay, Kosciusko (Southwestern
 half including Warsaw), Lawrence (Eastern half of County), Miami
 (Northeastern half), Noble (excluding Northwestern tip), Randolph
 (Northern part of County excluding Union City but including
 Winchester), Stueben, Wabash, Wells, and Whitley Counties
 Area 2: Elkhart, Fulton (Northern half), Kosciusko (Remainder
 of County), Lagrange (Western half of County), Marshall, Noble
 (Northwestern tip), Pulaski (Northeastern portion), and Starke
 (excluding Western tip) Counties
 Area 3: Jasper (Northern half of County), and Newton (Northern half
 of County), Pulaski (Northwestern tip), Starke (Remainder of County)
 Area 4: Clark, Crawford, Dubois (Northwestern tip), Floyd, Harrison,
 Jackson (Southern 3/4 of County), Jefferson (excluding Northwestern
 tip), Jennings (Southern 3/4 of County), Lawrence (Southern half),
 County, Martin (Southwestern tip), Orange, Perry (Eastern half),
 Ripley (Southwestern tip), Scott, Switzerland (Southwestern tip),
 and Washington Counties
 Area 5: Harrison County

- INDIAN RESERVES (Cont'd)
 Area 6: Bartholomew, Boone (Southwestern 2/3 of County), Brown,
 Clinton (Eastern 1/1 of County), Decatur (Western half of County),
 Delaware (Southern 2/3 of County), Fayette (Western half of County),
 Franklin (Northwestern tip of County), Grant (Southwestern portion),
 Hamilton, Hancock, Hendricks, Henry, Howard (Southwestern tip),
 Jackson (Northern 1/4 of County), Jennings (Northeastern tip),
 Johnson, Lawrence (Northwestern corner), Madison, Monroe, Montgomery
 (Southwestern corner), Morgan, Owen (Northeastern corner), Putnam
 (Southwestern corner), Ripley, Owen (Southwestern corner), Rush, Shelby, and
 (Eastern half of County, excluding Greencastle), Smith, Shelby, and
 Tipton (excluding Northwestern tip) Counties
 Area 7: Benton, Boone (Northwestern 1/3 of County), Carroll, Cass,
 Clinton (Western 3/4 of County), Fountain, Fulton (Remainder of
 County), Howard (Remainder of County), Jasper (Southern half of
 County), Miami (Remainder of County), Montgomery (Remainder of
 County), Newton (Southern half), Parke (Northwestern tip), Pulaski
 (Remainder of County), Tippecanoe, Tipton (Northwestern tip), Warren,
 and White Counties
 Area 8: Fayette (Eastern half of County), Franklin (Northeastern
 tip), Randolph (Remainder of County), Union, and Wayne Counties
 Area 9: Clay, Daviess (Northwestern half), Greene, Knox (Northern half),
 Lawrence (Northwestern corner of County), Martin (Northern half),
 Monroe (Remainder of County), Owen (Remainder of County), Parke
 (Remainder of County), Putnam (Western half of County, including
 Greencastle), Sullivan, Vermillion, and Vigo Counties
 Area 10: Dearborn, Decatur (Eastern 1/3 of County), Franklin (Re-
 mainder of County), Jefferson (Northwestern tip), Jennings (North-
 eastern corner), Ohio, Ripley (Remainder of County), Switzerland and
 Counties
 Area 11: Daviess (Southern half), Dubois (Remainder of County),
 Gibson, Knox (Southern half), Martin (Remainder of County), Perry
 (Western half), Pike, Posey, Spencer, Warrick, and Vanderburgh
 Counties
 PAIANS:
 Area 1: Adams, Allen, DeKalb, Grant, Huntington, Lagrange, Noble,
 Stueben, Wabash, Wells, and Whitley Counties
 Area 2: Blackford, Delaware, Fayette, Franklin, Henry, Howard, Jay,
 Madison, Miami, Randolph, Rush, Tipton, Union and Wayne Counties
 Area 3: Elkhart, Fulton, Kosciusko, and Marshall Counties
 Area 4: Pulaski and Starke Counties
 Area 5: Jasper, Newton, and White Counties
 Area 6: Benton, Carroll, Cass, Clinton, Fountain, Montgomery,
 Tippecanoe, and Warren Counties
 Area 7: Greene, Parke, Sullivan, Vermillion, and Vigo Counties
 Area 8: Boone, Clay, Hamilton, Morgan, Orange, Putnam, and Shelby Counties
 Area 9: Brown, Monroe, Decatur, Jackson, and Jennings Counties
 Area 10: Bartholomew, Dearborn, Dearborn, and Switzerland Counties
 Area 11: Dearborn, Ohio, Ripley, and Switzerland Counties
 Area 12: Clark, Crawford, Floyd, Harrison, Jefferson, Scott,
 and Washington Counties
 Area 13: Daviess, Dubois, Gibson, Knox, Perry, Pike, Posey, Spencer,
 Vanderburgh and Warrick Counties

LINE CONSTRUCTION

Area 1: Clark, Floyd, Harrison, Jackson, Jefferson, Scott, and Washington Counties
 Area 2: Crawford, Dubois, Gibson, Perry, Pike, Posey, Spencer, Vanderburgh, and Warren Counties
 Area 3: Harrison County
 Area 4: Hamilton County

LANDFILL

Utility Construction

Area 1: Bartholomew, Brown, Clark, Clay, Crawford, Dearborn, Decatur, Elkhart, Floyd, Fountain, Franklin, Greene, Harrison, Hendricks, Jackson, Jefferson, Jennings, Johnson, Lawrence, Maylin, Monroe, Morgan, Ohio, Orange, Owen, Putnam, Rutherford, Sullivan, Switzerland, Vermillion, Vigo, Warren, and Washington Counties
 Area 2: Adams, Allen, Benton, Blackford, Boone, Carroll, Cass, Clinton, Dekalb, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Kosciusko, Lagrange, Madison, Marion, Marshall, Miami, Montgomery, Noble, Pulaski, Randolph, Rush, Shelby, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, and Whitley Counties
 Area 3: Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh, and Warren Counties

POWER EQUIPMENT OPERATORS

Heavy and Highway Construction
 Area 1: Elkhart, Fulton, Jasper, Kosciusko, Lagrange, Marshall, Newton, Noble, Pulaski, and Stark Counties
 Area 2: Adams, Allen, Benton, Blackford, Carroll, Cass, Clinton, Dekalb, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Huntington, Jay, Johnson, Madison, Marion, Miami, Randolph, Rush, Shelby, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, and Whitley Counties
 Area 3: Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, and Warren Counties
 Area 4: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Jennings, Floyd, Franklin, Gibson, Harrison, Jackson, Jefferson, Lawrence, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warren, and Washington Counties
 Underground and Utility Construction
 Area 1: Jasper, Newton, Pulaski, and Stark Counties
 Area 2: Benton, Carroll, Cass, Clinton, Delaware, Fayette, Grant, Hamilton, Hancock, Henry, Howard, Johnson, Hamilton, Marion, Miami, Randolph, Rush, Shelby, Steuben, Tippecanoe, Tipton, Union, Wabash, Wayne, Wells, White, and Whitley Counties
 Area 3: Bartholomew, Brown, Clark, Crawford, Dearborn, Decatur, Dubois, Elkhart, Franklin, Gibson, Harrison, Jackson, Jefferson, Jennings, Lawrence, Lawrence, Martin, Ohio, Orange, Perry, Pike, Posey, Ripley, Scott, Spencer, Switzerland, Vanderburgh, Warren, and Washington Counties

LANDFILL

Group 1: Construction Laborer, Carpenter, Trencher, Fence Erector, Grade Checker, Guard Rail Erector, Continuous Steel Roll of Pipe Installer, Wire Mesh Layer, Joint Man (Hooper, Marley, and all other types), Lighting Installer (permanent or temporary), Lineman for Automatic Grade Maker on Paving Machine, Material Multi-Plate Erector, Rip-rap Installer (all products and materials), Road Grading and Ballast Installation Laborer, Setting and Placing of all Precast Concrete Products, Sign Installation including supporting structures, Spraying of all Epoxy, Curing Compound, or like material

Group 2: Air Tool, Power Tool, and Power Equipment Operator, Asphalt Cure Man, Asphalt Raker Man, Batch Truck Driver, Bitum Band Mill Erector, Handler (bulk or bag cement), Chain Saw Man, Concrete Puddler, Concrete Hubber, Concrete Saw Operator, Cure Drill Operator, eye level hand blade operator, Hydro Sealer Man, Motor driven Georgia Auger Operator, power driven Compactor or Tampor Operator, power Saw Operator, Pumpcrete Assembly Man, Screed Man or Screed Man on Asphalt Paver, Huber Installer and Water Man, Sealer Applicator for asphalt (torch), setting and placing, Preplaced on Precast Concrete Structural Members, Side Roll Set (for Sidewalk, Side Ditches, Wall, and Pavement), Sprinkler Box Tender (manual or power driven), Straw Blower Man, Subsurface Drain and Culvert Pipe Layer, Transverse and Longitudinal Road Mill Ploat Man, Concrete Conveyor Assembly Man

Group 3: Horizontal Boring and Jacking Man, Jackman and Shectman, Pipe Grade Man, Winch and Windlass Operator

Group 4: Conduit Installer, Cutting torch Burner, Laser Beam Aligner, Manhole Erector, Sewer Pipe Layer, Water Line Installer, temporary or permanent welders (electric or oxy-acetylene)

Group 5: Air Track and Wagon Drilling Concrete Finishes, Dynamite and Powder Man, General Laborer, Landman

AREA 1 and 2

Group 1: Air Compressors in Hanifold with Throttle Valve Asphalt Plant Engineer; Auto Grade or similar type Machine; Auto Patrol; Backhoe or Farm type Tractor, 45 hp and over; Ballast Regulator (100) Bituminous Mixers; Bituminous Pavers; Bituminous Plant Engineers; Drill Slinger; Calson Drill Machine; Cherry Picker, 15 ton or over; Chip Spreader; Concrete Mixer, 21 cu. ft. or over; Core Drilling Machine; Crane or Derrick with any attachment (including Clamshell, Pressline, Shovel, Backhoe, etc.); Bridge Engineer; Bridge Operator; Drilling Machine on which the drill is an integral part; Earth Mover; rubber tired (paddle wheel, 619, 631, T3-24 or similar type); Earth Moving Grader; Fork Lift, 10 ton or over; P.C.C. (Pneumless Paver); Gravel Processing Plant, portable; Operator of Guard Rail Post Driver; Light Lift Shovel, 14 cu. yd. or over; Hoist, 2 drums and over; Helicopter, crew; Hydraulic Boom Truck; Keytuner, Skimmer Scoop Loader, self-propelled (belt, chain, wheel); Locomotive Operator; Mechanical Hucking Machine; Panel Board Concrete Plant, Central Mix type; Paver, Methotington; Pile Driver, Skid or Crawler; Road Paving Mixer; Rock Breaking Plant; Rock Crushing Plant, portable; Roller (Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface) with Dozer Blade; Hook Make, tractor mounted; Self-propelled Wideners; Stump Remover, tractor mounted; Surface Heater and Planer; Tandem Push Tractor (50.50 per hour additional); Tractor, Dozer; Winch or Hoist; Tractor, Push; Tractor with Scoop; Tractor mounted Spreader; Tree Mover; Trench machine, over 24; Tug Boat Operator; Well Drilling Machine; Winch Truck with A-frame

Group 2: Air Compressor with Throttle Valve or Clever Hocks type Combination; Backfiller; Backhoe on Farm type Tractor, under 45 hp; Bull Float; Cherry Picker under 15 ton; Chip Spreader, self-propelled; Concrete Pump; Concrete Wash Depressor, independently operated; Concrete Spreader, power driven; End Loader under 14 cu. yd.; Excavating Loader, portable; Finishing Machine and Bull Float; Grapple Machine; Head Grader; Haul or Steel Placer; Multiple Tamping Machine (100); P.C.C. Concrete Belt Placer; Pull Grader, power control; Refrigerating Machine, freezing operation; Road Carrier; Shovel; Roller (self-propelled); Tamping (Multiple Vibrating, Asphalt, Waterbound Macadam, Bituminous Macadam, Hock Surface); Trench Machine, 24" and under; Tube Float; Welder

Group 3: Assistant Plant Engineer; Base Paver (Dorsey or similar type machine); Concrete Finishing Machine; Concrete Mixer, less than 21 cu. ft.; Curb Machine; Farm Tractor, including Farm Tractor with all attachments except backhoe and including High Lift End Loaders of 1 cu. yd. capacity or less; Fireman, on rollers; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving Breaker; Power Broom, self-propelled; Roller, earth and sub-base material; Slurry Seal Machine; Spike Machine (100); Tamper (Multiple Vibrating, earth and sub-base material); Throttle Valve; Throttle Valve and earth and sub-base material or Upright Roller; Tractor with Drill, Tractor, 50 H.P., or over; Wall Paint System; Apasco or similar type

AREA 1 and 2 (Cont'd)

Group 4: Air Compressor; Assistant to Engineer, Oiler; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Taper; Belt Spreader; Broom and Belt Machine; Chair Cart, self-propelled; Coleman type Screen Conveyor, portable; Deck Hand; Dwyer Post Hole, power-driven; Fork Lift, under 10 ton; Form Grader; Form Tamper, motor-driven; Generator; Gravel Hopper; Methotington Driver; Methotington Helper; Hydra Seeder; Mechanical Helicopter; Mechanical Hooter; Operator, 1 thru 4 pieces of minor equipment; Outboard or Inboard Motor Boat; Power Curling Spraying Machine; Power Saw, Concrete, power-driven; Pug Mill; Pull Broom, power type; Seaman Tiller; Straw Blower or Urush Mulcher; Striping Machine, paint, motor-driven; Sub Grader; Tractor; Tractor, below 50 H.P.; Truck Crane Oiler, Driver; Spreader; Water Pump; Welding Machine, 2 of 300 amps or over

AREA 3

Group 1: Air Compressor (2); Compressor hooked in Hanifold; Asphalt Plant Engineer; Auto Grade and/or C.H.I. or similar type Machine; Auto Patrol; Motor Patrol; Power Blade; Apco Paver; Asphalt Planer; Asphalt Roller; Asphalt Paver Operator; Milling Machine; Self-propelled Wideners; Backhoe and/or Pavement Breaker Attachment; Self-propelled Pavement Breaker; Ballast Regulator (100); Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bulldozer; One Drum Hoist with Tower or Boom; Cableways; Tower Machine; Backfiller; Boom Tractor; Boom or Winch Truck; Winch or Hydraulic Boom Truck; Working Machine; Roller Operator; Urush Mulcher; Bull Float; Finishing Machine; Power Crane; Overhead Crane; Truck Crane; Pile Driver, Skid or Crawler; Guard Rail Post Driver; Tower Crane; Hydro Crane; Cherry Picker; Dragline; Detriker; Shovel; Clim Grapple; Two Drum Machine; Concrete Mixer with Skip; Trench Machine; Concrete Pump Truck or skid mounted; Concrete Plant Engineer; Soil Cement Machine; Formless Paver; Concrete Spreader; Base Concrete Saw; Chip Spreader; Haul Placer; Drilling Equipment or Dredge Engineer or Bridge Operator; Tug Boat Operator; Marine Scoop; Ditching Machine with dual attachment; Standard or Blinkey Locomotives; Drilling Machine including Well Testing; Collason; Shaft or any similar type Drilling Machine, Well Point System; Mud Cat; Hucking Machine; Sull-air; Mechanical Welder; Head Equipment Greaser; Turnpull; Tractor Operating Scoop; Push Tractor; Large rollers on Earth Loaders, track or rubber mounted, or similar type Machine; Cull; Trencher; Scoop; Elevating Machine; Power Sub Grader; Hydra Ax; Farm Tractor with attachment; Seaman Tiller; Tree Mover; Stump Remover; Hook Make; Hydra Seeder; Straw Blower; Helicopter; Machine; Freezing Operator; Chair Cart, self-propelled; Helicopter Crew (2); Road Carrier or Straddle Buggy or similar Machine; Buck Crusher Plant; Gravel Processing Machine; Pipe Cleaning Machine; Pipe Wrapping Machine; Pipe Bending Machine; Pug Mill; Concrete Pump Grinder Machine; Power Curling Spray Machine

AREA 3 (Cont'd)

Group 2: Air Compressor, 600 cu. ft. and under; Air Tugger; Air Valve or Steam Valve; Assistant Concrete Plant Engineer; Assistant Plant Engineer; Asphalt Plant Fireman; Bulk Cement Plant Inspector; Concrete Mixer without Skip; Curbing Machine; Concrete Saw, self-propelled; Concrete and Backstop Curb Machine; Concrete Cement Blending Machine, under 6" diameter; Concrete Trencher; Truck Mixer; Elevators when used for hoisting materials; Engine Tender; Fork Lift; Farm Tractor; Fireman; Fireman on Paint or Deep Trench Form; Grader; Flex Plan; Generators (two or four); or Welding Machine or Water Pump, within 400 ft.; Gunite Machine; Grease Helper; Machine mounted to Hot Digging Rod Jack; One drum Machine without Tower or Boom; One Water Pump; One Self-propelled Full Broom, power type; Siphons; Boat; Power Mason, self-propelled; Full Broom, power type; Siphons; Boat; Power Mason; Switchman; Striping and or Painting Machine, motor driven; Slurry Seal Machine; Truck Jack; Temporary Heat; Throttle Valve; Trencher; Tractor; Trench Drill; Hydraulic Tamping Machine (HHT); Spike Machine (HHT); Mechanical Heaters; Brush Burner

AREA 4

Group 1: Air Compressor in Manifold with Throttle Valve; Asphalt Plant Engineer; Auto Grade or similar type Machine; Auto Patrol; Backhoe, all-Dallas Regulator (HHT); Bituminous Mixer; Bituminous Paver; Bituminous Plant Engineer; Bulldozer; Calson Drilling Machine; Cherry Picker, all Chip Spreader, self-propelled; Cold or Grader or similar type equipment; Concrete Mixer, 21 cu. ft. or over; Concrete Pump, truck mounted; Core Drilling Machine; Crane or Derrick with any attachment (including Climax), Dragline, Shovel, Backhoe, etc.; Dredge Operator; Drilling Machine on which the drill is an integral part; Earth Mover, rubber tire, Paddle Wheel 619, 631, 73-74, or similar type; Earth Mover, rubber tire, tandem 50.50 per hour additional; Elevating Grader; Endloader, all-Alt Shovel; P.C.C. Formless Paver; Gravel Processing Plant, portable; Gravelizer; Hot Driver Operator; Head Greaser; HHT-Lite Shovel; Endloader; HHT 12 drums and over; Helicopter; crew; Hydraulic Boom Truck; Keystone, Exhumer Scoop; Loader, self-propelled; HHT, chain wheel; Locomotive Operator; Mechanical Hauling Machine; Multi-Bank Drill Operator; Panel Board Concrete Plant, Central Mix type; Paver, lettering; Pile Driver, Skid or Crawlers; Road Hauling Mixer; Rock Breaking Plant; Rock Crushing Plant, portable; Roller (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface) Roller, with roller blades; Rock Mixer, tractor mounted; Slump Remover, tractor mounted; Surface Heater and Planer; Tandem Push Tractor, 50.50 per hour additional; Tractor, Boom Blinch or Hot Head; Tractor, Trench Tractor with Scoop; Tractor mounted Spreader; Tree Hovel; Trench Machine, over 21" Tug Boat Operator; Wader; Well Drilling Machine; Self-propelled Wader

AREA 4 (Cont'd)

Group 2: Air Compressor with Throttle Valve or Clever Brooks type combination backfiller; Base Paver, Jersey or similar type machine; Bull Plant; Concrete Finishing Machine; Concrete Heat Depressor, fully-operated; Concrete Spreader, power-driven; Dredge Engineer; Excavator loader, portable; Fireman, on roller; Forklift, cylindrical or long; Hauler, 1 drum; Hauler of steel; Hauler; Hauler equipment operator; 5 pieces; Multiple Tamping Machine (HHT); P.C.C. Concrete Paver; Paving Breaker; Power Broom, self-propelled; Full Grader, power controlled; Refrigerating Machine, (freezing operation); Roller, earth and sub-base material; Road Carrier (Straddle buggy); Sheepfoot Roller, self-propelled without blade; Tamping, multiple vibrating (Asphalt, Waterbound Macadam, Bituminous Macadam, Brick Surface); Tamping, multiple vibrating (earth and sub-base material); Trench Machine, 24" and under; Tube float; Well point system; Wader, Apoco or similar type; Winch Truck with A-frame

Group 3: Air Compressor; Assistant to Engineer; Officer Assistant Plant Engineer; Automatic Dry Batch Plant; Bituminous Distributor; Bituminous Patching Tamping; Belt Spreader; Broom and Haul Machine; Brush Burner; Chisel Cart, self-propelled; Coleman type Screen; Cold Grader; Oliver Concrete Mixer, less than 21 cu. ft.; Conveyor, portable; Curb Machine; Backhoe; Digger (Post Hole, power-driven); Farm Tractor, including farm tractor with all attachments (except backhoe, HHT-Lite Endloader); HHT Grader; Form Tamping, motor-driven; Generator; Gunite Machine; Heelington Driver; Heelington Helper; Hydra Seeder; Heelington's Helper; Mechanical Heater; Minor Equipment Operator, 1 thru 4 pieces; Outboard or Inboard Motor Boat; Power Curing Spraying Machine; Power Saw, Concrete (power-driven); Pug Mill; Pull Broom; Power type; Steam Tiller; Slurry Seal Machine; Spike Machine; Straw Blower or Brush Mower; Striping Machine (Paint, motor-driven); Sub Grader; Throttle Valve; Tractor; Trench Drill; Truck Crane and Multi-Drill Oiler, Driver; Spreader; Water Pump

UNDERGROUND AND UTILITY CONSTRUCTION

AREA 1

Group 1: Mechanical Asphalt Plant; Autograder; Ditch Plant; Menot-free-quire 2 Engineered; Boulder and Throttle Valve; Doring Machine (HHT); Machine; Calson Mixer; Central Haul-Mix Plant; Combination Backhoe-Endloader with Backhoe bucket over 1 1/2 cu. yd.; Combination Tugger; HHT and Air Compressor; Compressor and Throttle Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 275 cu. ft.; Concrete Paver 275 cu. ft. and under; Concrete Pump with Boom (truck mounted); Concrete Tower; Crane and Backhoe, all attachments; Cranes; Hammerhead Tower; Crawler Crane; Derrick, all derricks, traveling; Forklift, full type; Forklift, 10 ton and over; Hoists, 1, 2, and 3 drum; Hoist, 2 Tugger-one floor; Hydraulic Boom Truck; Locomotive, all; Motor Patrol; Hauling Machine; Pile Driving and Exit HHT; Pit Machine; Pre-stress Machine; Pump Cretes and similar types; Rock Drill, self-propelled; Rock Drill, truck mounted; Slip Form Paver; Straddle Buggy; Tractor with Boom and Side Boom; Trenching Machine; Winch Tractors

AREA 1 (Cont'd)

Group 2: Asphalt Spreader, Bolter, Bulboceros, Combination Backhoe-Endloader with Backhoe Bucket 1/2 cu. yd. and under, Engineer acting as Conductor in charge of Crew Grader, Elevating Grader, Engineer, Grading Machine, Highlift Shovel or Front Endloader, Holster, auto-matic, Conveyer, Drilling Machine, Bolter, all Elevating Holster, Tugger, single drum, post hole digger, roller, all, scraper, tractor drawn Stone Crusher, Tournapull, Winch Truck

Group 3: Concrete Mixer (2 bag and over), Conveyor, Portable Steam Generator, Tractor, farm and similar type, Air Compressor, small 150 and under, 1 to 5 not to exceed a total of 300 ft., Air Compressor, large over 150, Combination, small equipment, Engineer, Forklift, under 10 ton, Generator Pump, 1 to 3 not to exceed a total of 325 ft., Pump, Well Point, Welding Machine (2 thru 5), Winches, 4 Electric Drill Winches

Group 4: Heaters, Mechanical (1 to 5), Oilers, Switchmen

AREA 2

Group 1: Air Compressor (pressurizing shafts, tunnels and divers), Air Tugger, Auto Patrol, Back Filler, Backhoe, Boom Cat, Boring Machine, Bull Dozer, Calson Drilling Machine, Cherry Picker, Compactor (with Bore Blade), Concrete Mixer, dual drum, Concrete Plant, Concrete Pump, Crane with all attachments, Crane, Electric Overhead Derrick, Dual Purpose Truck (Pitman type), Ditching Machine, 10' and over, Dredge Elevator, when hauling materials or tool, Fork Lift, Form-Jack, Paver, Generator, power for welders or Compressor, Gradall, Helicopter, Helicopter Winch Operator, High Lift-Boom End Loader, Holster, Backhoe, Locomotive and/or Dinky Engine, Mechanical on job after hooking machine, Panel Board Concrete Plant, Pile Driver, Push Cat, Scoop and Tractor, Scaper, rubber tired, Spreader, tractor mounted, Straddle Carrier, non type, Sub Base Finish Machine (M.I. or similar), Tower Crane, Tractor with Backhoe, 1/2 yd. and over, Trench Box, power-driven, Tunnel Shield, Welder (acety)

Group 2: A-Frame Truck, Batch Plant, Automatic Dry Batch, Bending Machine, power-driven, Bituminous Mixer, Bituminous Paver, Bituminous Plant, Engineer, Boatsman, Bull Pile, Compactor or Tamper, self-propelled, Concrete Mixer, 21 cu. yd. or over, Concrete Spreader, power driven, Ditching Machine, less than 10', Drilling Machine, Finish Machine and Bull Pile, Finishing Machine, Fireman, Pile Driving and Bolter, Gunite Machine, Head Grader, Mechanical High Capacity Mesh Placer, P.C.C. Concrete Bolt Placer, Roller (Asphalt, Stone and Sub Base), Notary Drill, Sheepsfoot Roller, self-propelled, Sub Grader, Throttle Valve with Air Compressor or Bolter, Tractor with Backhoe, under 1/2 yd., Tractor, Highlift, farm type, Tractor, Industrial type, Tractor with Winch, Well Point, Winch Truck

AREA 2 (Cont'd)

Group 3: Air Compressor, 210 cu. ft. and over, Bituminous Distributor, Chalk Cart, Concrete Curing Machine, Concrete Saw, Dope Pot, Power agitator, Flex Plate, Form Grader, Hydro-Hammer Jack, Hydraulic, power-driven, Alford Equipment Operator, 2, 3, 4, or 5, Paving Joint Machine, Post Hole Digger, Roller, earth, Throttle Valve, Track Jack, power-driven, tractor, farm type, Truck Crane Driver

Group 4: Air Compressor, less than 210 cu. ft., Concrete Mixer, under 21 cu. ft., Conveyor, Generator, Mechanical Heaters, Oilers, Power Urgeon, Pump, Welding Machine

AREA 3

Group 1: A-Frame Winch Truck, Air Compressor 300 cu. ft. and over, Air Tugger, Autograde (CH), Auto Patrol, Backhoe, Ballast Regulator (H), Batch Plant (electric control concrete), Bending Machine (H), Bituminous Plant (Engineer), Bituminous Plant, Bituminous Mixer, Travel Plant, Bituminous Paver, Bituminous Roller, Bulk, Holster, Bull Dozer, Cable Way, Chicago Boom, Clamshell, Concrete Mixer, 21 cu. ft. or over, Concrete Paver, Concrete Pump, Grete, Crane, Crane-man, Crusher Plant, Derrick, Derrick Boat, Dinky, Dope Pot, (Pipe-line), Dragline, Dredge Operator, Dredge Engineer, Drill Operator, Elevator Grader, Elevator, Ford Hoe, or similar type, equipment, Forklift, Formless Paver, Gantry Crane, Gradall, Graderman, Grout Pump, Helicopter Crew, Hetherington Paver, Highlift, Holster, Hopton, Hough Loader, or similar type, Hydro Crane, Hydro Hammer, Locomotive Crane, Locomotive Mechanical, Mobile Mixer, Motor Crane, Mucking Machine, Multiple Tamping Machine (H), Overhead Crane, Pile Driver, Puller, Push Dozer, Push Boats, Roller (Sheep Foot), Boom Carrier, Scoop, Shovel, Slide Boom, Sling Crane, Tail Boom, Tar Machine (pipe-line), Throttle Valve, Tower Crane, Trench Machine, Welder (heavy duty), Truck mounted Concrete Pump, Truck mounted Drill, Well Point, Winch, etc.

Group 2: Air Compressor, up to 300 cu. ft., Drake, Bull Pile, Concrete Mixer, over 105 and under 215, Concrete Spreader or Pile, Ditch, Deck Engine, Electric Vibrator, Compactor (earth or rock), Finishing Machine, Fireman, Grader, on grade facilities, servicing heavy equipment, Material Pump, Motor Boats, Portable Loader, Post Hole Digger, Power Boom, Rock Roller, Roller, Mobile Wheel (earth and rock), Spike Machine (H), Swamp Tiller, Spreader, Rock, Sub Grader, Tamping Machine, Welding Machine, Welder, Aprco or similar type

Group 3: Assistant Engineer, Bituminous Distributor, Cement Gun, Concrete Saw, Conveyor, Deckhand, Oilers, Drill Helper, Earth Roller, Form Grader, Generator, Guard Rail, Driver, Heaters, Jig Lift, Oilers, Paving Joint Machine, Power Traffic Signal, Selector Lift, Steam Jummy, Truck Crane, Oilers, Vibrator, Water Pump

Group 1: Acetylene Wagons over 3 Buckels

Group 2: Acetylene Wagons 20 and including 3 Buckels

Group 3: Tandem, Tandem Semi Trucks, Mechanical and Hydraulic Heavy Equipment type Water Wagon over 5,000 gallons, Tri-Axle Trucks pulling Tilt-top Trailers, Low Boy, Tandem, Tandem Axle

Group 4: Tri-Axle Trucks, Tandem Axle Trucks, Equipment not self loaded or pushed loaded such as Koechling or similar Dumpster Truck, Fuelled Hauler Dump and Haul Bottom Dump, Touristalier, Touristalier, Heavy Wagons or similar equipment over 12 cu. yds. Tandem Axle Trucks pulling Tilt-top Trailers, Low Boy, Tandem Axle, Tri-Axle Batch

Group 5: Tandem "Dog-Legs", Semi-Water Trucks, Sprinkler Trucks, Heavy Equipment type Water Wagon, 5,000 gallons and under

Group 6: Truck mounted Pavement Breaker, Tandem Trucks, over 15 ton payload, Single Axle Semi Trucks, Farm Tractors hauling material equipment not self loaded or pushed loaded such as Koechling or similar Dumpster Truck, Fuelled Hauler Dump and Haul Bottom Dump, Touristalier, Touristalier, Heavy Wagons or similar equipment, 12 cu. yds. and under, Mixer Trucks, all types, Single Axle Trucks pulling Tilt-up Trailer, Lowboy, single axle

Group 7: Tandem Axle Fuel Trucks, Tandem Axle Water Trucks, Distributors (one non)

Group 8: Single Axle Dog-legs, Tandem Trucks or Dog Legs, Mixer Trucks or A-Trams used for transportation, Batch Trucks, wet or dry over 3 (3 1/2) batches, Grease and Maintenance Truck, Servicing Tandem Axle Trucks

Group 9: Single Axle Fuel Trucks, Single Axle Water Trucks, Distributors (two non)

Group 10: Single Axle Straight Trucks, Wet or Dry 3 (3 1/2) Ditching or Grease and Maintenance Trucks, Servicing Single Axle Trucks

Group 11: Tandem, Grease, Tilt Semi Ditch Board Tender

Group 12: Pick-up Trucks

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the Labor Standards contract clause (19 CFR 5.3(a) (1)(11))

REVISION NO. 1 K503-1006
Supplies Declaration No. K503-1015 dated February 1, 1903 in 48 FR 5443.
DECLARATION OF WORKS Highway Construction.

COMPUTATIONS & PAYMENT		LANEWORK (Cont'd)	
Zone	Rate	Zone	Rate
Zone 1	\$11.70	Zone 1	\$ 8.45
Zone 2	16.05	Zone 2	8.60
Zone 3	15.04	Zone 3	8.70
Zone 4	1.80	Zone 4	8.85
Zone 5	1.95	Zone 5	8.95
Zone 6	2.05	Zone 6	9.05
Zone 7	2.20	Zone 7	9.20
Zone 8	2.30	Zone 8	9.30
Zone 9	2.40	Zone 9	9.45
Zone 10	2.51	Zone 10	9.60
Zone 11	2.51	Zone 11	9.70
Zone 12	2.51	Zone 12	9.85
Zone 13	2.51	Zone 13	9.95
Zone 14	2.51	Zone 14	10.05
Zone 15	2.51	Zone 15	10.15
Zone 16	2.51	Zone 16	10.25
Zone 17	2.51	Zone 17	10.35
Zone 18	2.51	Zone 18	10.45
Zone 19	2.51	Zone 19	10.55
Zone 20	2.51	Zone 20	10.65
Zone 21	2.51	Zone 21	10.75
Zone 22	2.51	Zone 22	10.85
Zone 23	2.51	Zone 23	10.95
Zone 24	2.51	Zone 24	11.05
Zone 25	2.51	Zone 25	11.15
Zone 26	2.51	Zone 26	11.25
Zone 27	2.51	Zone 27	11.35
Zone 28	2.51	Zone 28	11.45
Zone 29	2.51	Zone 29	11.55
Zone 30	2.51	Zone 30	11.65
Zone 31	2.51	Zone 31	11.75
Zone 32	2.51	Zone 32	11.85
Zone 33	2.51	Zone 33	11.95
Zone 34	2.51	Zone 34	12.05
Zone 35	2.51	Zone 35	12.15
Zone 36	2.51	Zone 36	12.25
Zone 37	2.51	Zone 37	12.35
Zone 38	2.51	Zone 38	12.45
Zone 39	2.51	Zone 39	12.55
Zone 40	2.51	Zone 40	12.65
Zone 41	2.51	Zone 41	12.75
Zone 42	2.51	Zone 42	12.85
Zone 43	2.51	Zone 43	12.95
Zone 44	2.51	Zone 44	13.05
Zone 45	2.51	Zone 45	13.15
Zone 46	2.51	Zone 46	13.25
Zone 47	2.51	Zone 47	13.35
Zone 48	2.51	Zone 48	13.45
Zone 49	2.51	Zone 49	13.55
Zone 50	2.51	Zone 50	13.65
Zone 51	2.51	Zone 51	13.75
Zone 52	2.51	Zone 52	13.85
Zone 53	2.51	Zone 53	13.95
Zone 54	2.51	Zone 54	14.05
Zone 55	2.51	Zone 55	14.15
Zone 56	2.51	Zone 56	14.25
Zone 57	2.51	Zone 57	14.35
Zone 58	2.51	Zone 58	14.45
Zone 59	2.51	Zone 59	14.55
Zone 60	2.51	Zone 60	14.65
Zone 61	2.51	Zone 61	14.75
Zone 62	2.51	Zone 62	14.85
Zone 63	2.51	Zone 63	14.95
Zone 64	2.51	Zone 64	15.05
Zone 65	2.51	Zone 65	15.15
Zone 66	2.51	Zone 66	15.25
Zone 67	2.51	Zone 67	15.35
Zone 68	2.51	Zone 68	15.45
Zone 69	2.51	Zone 69	15.55
Zone 70	2.51	Zone 70	15.65
Zone 71	2.51	Zone 71	15.75
Zone 72	2.51	Zone 72	15.85
Zone 73	2.51	Zone 73	15.95
Zone 74	2.51	Zone 74	16.05
Zone 75	2.51	Zone 75	16.15
Zone 76	2.51	Zone 76	16.25
Zone 77	2.51	Zone 77	16.35
Zone 78	2.51	Zone 78	16.45
Zone 79	2.51	Zone 79	16.55
Zone 80	2.51	Zone 80	16.65
Zone 81	2.51	Zone 81	16.75
Zone 82	2.51	Zone 82	16.85
Zone 83	2.51	Zone 83	16.95
Zone 84	2.51	Zone 84	17.05
Zone 85	2.51	Zone 85	17.15
Zone 86	2.51	Zone 86	17.25
Zone 87	2.51	Zone 87	17.35
Zone 88	2.51	Zone 88	17.45
Zone 89	2.51	Zone 89	17.55
Zone 90	2.51	Zone 90	17.65
Zone 91	2.51	Zone 91	17.75
Zone 92	2.51	Zone 92	17.85
Zone 93	2.51	Zone 93	17.95
Zone 94	2.51	Zone 94	18.05
Zone 95	2.51	Zone 95	18.15
Zone 96	2.51	Zone 96	18.25
Zone 97	2.51	Zone 97	18.35
Zone 98	2.51	Zone 98	18.45
Zone 99	2.51	Zone 99	18.55
Zone 100	2.51	Zone 100	18.65

MINORITY/FEMALE EMPLOYMENT REQUIREMENTS

(CHOOSE ONE OPTION)

- X 1. I will be a participating member of the Fort Wayne Area Plan for the duration of this Contract.
- _____ 2. I will be a union contractor for the duration of this Contract. All those performing work on this project will be unionized, or equality.
- _____ 3. I am currently bound to Federal Register requirements and I will follow them for the duration of this Contract. (This is not an option to those contractors not already bound to follow the Federal Register.)
- _____ 4. I will be bound to the following statements and shall complete the Percentage Participation Goal Statement.

The contractor's/bidder's attention is directed to the fact that the City of Fort Wayne, Indiana has made a determination to encourage a greater utilization of minority and/or female employees in construction projects of the City. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees.

Minority for these purposes shall include all of the following: Black, Hispanic, Asian, American Indian, Alaskan Indian or-Pacific Islander.


In bidding on this project the contractor/bidder shall be required to state that percentage of total work hours to be expended on the project by minority and/or females. The percentage so designated shall, if the contractor's or bidder's offer is accepted by City, become contractually binding upon said bidder or contractor.

The contractor/bidder is further advised that all laws, rules, regulations, execution orders, and directives issued by the State of Indiana or the United States of America affecting or pertaining to this project or the work to be performed hereunder shall be controlling to the extent so provided or to the extent that they might impose greater participation of employment by minority and/or female employees and this determination by the City of Fort Wayne does not supercede any of such state or federal laws, rules, regulations, orders, or directives applicable to the work covered hereunder.

The offeror or bidder is herewith advised that failure to complete and submit the following Percentage Participation Goal Statement as a part of its bid shall cause the bid to be rejected as non-responsive.

PERCENTAGE PARTICIPATION GOAL STATEMENT

The undersigned herewith agrees that not less than 17% of the total work hours expended by it and all of its subcontractors on the work covered by this bid shall be expended by minority and/or female employees. (City has adopted a minimum goal of 17% of total work hours for each project for minority and/or female participation.)


Contractor/Bidder

The bidder is further directed to stipulate below, what acts have or will be taken to ensure that the above agreed upon percentage of total work hours expended by minorities and/or females will be met:

NOTICE

The monitoring and compliance authorities will be performed by the City of Fort Wayne, Indiana Compliance Officer. The contractor and his subcontractors will make all relevant and pertinent records available under this contract for inspection by authorized representatives of the Equal Employment, Affirmative Action Office, and Department of Labor, and will permit such representatives access to such during normal working hours. Worksite visits are for verification purposes. If contractor believes that records requested are not relevant, they may initially deny access, promptly notify the Board of Public Works and comply with the findings of the Board as to the relevancy of the requested records.

Special Provisions - Additional Remedies

Contractor/Bidder is herewith advised that, in addition to all other remedies available to it for breach of contract, City shall have the following additional rights and remedies as against contractor/bidder in the event of a breach of or a failure to file such forms as City might require to assure full compliance with all of the EEO/AA terms of the contract.

1. To withhold all payments otherwise due contractor/bidder until such time as contractor/bidder complies with the EEO/AA terms and provisions of this contract.
2. To assess a penalty of \$100.00 per day or 10% of the total contract sum if contractor/bidder fails to comply with the EEO/AA terms of this contract, including a failure to furnish such information and forms a City may require from time to time to assure compliance with non-discrimination and affirmative action provisions of this contract.
3. To terminate the contract with contractor/bidder and forfeit all sums then due or to thereafter become due to contractor/bidder.

The contractor/bidder is herewith advised of the necessity of its compliance with the terms and provisions of Indiana Code 5-16-6-1 which provides as follows:

- a. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor, shall by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.
- c. There may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be cancelled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or condition of this section of the contract. (Acts 1933, ch. 270, Sec. 1, P 1228, P.L. 27, sec. 2, P. 127).

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS:

Daivd J. Kiester, Chairman

Betty R. Collins, Member

Frank W. Heyman, Member

Helen V. Gochenour, Clerk

MANPOWER UTILIZATION REPORT
FOR
CITY OF FORT WAYNE CONTRACTS

PROJECT TITLE:

CONTRACTOR:

TOTAL CONTRACT PRICE:

AA BID OPTION:

<u>TOTAL WORKFORCE USED</u>	<u>RACIAL BREAKDOWN</u>	<u>SEX</u>	<u>TOTAL HOURS WORKED</u>	<u>MINORITY HOURS WORKED</u>	<u>% MINORITY HOURS WORKED</u>
	<u>W</u> <u>B</u> <u>A</u> <u>O</u>	<u>M</u> <u>F</u>			
	<u>3</u>	<u>1</u>			

To be placed in bid specifications, completed by contractor and returned to the City when completion affidavit is submitted.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms; conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
- (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

EXHIBIT "A"
(page 3)

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES
OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS,
COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF
FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: August 29, 1983

RE: Establishment of City Policies and Procedures With Respect
to Minority Business Participation in City Procurement
and Construction Contracts

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Officer, Community Development & Planning's Compliance Officer, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

(a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;

(b) One member shall be a member of the Common Council of the City of Fort Wayne;

(c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;

(d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and

(e) The remaining member(s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

(a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of the Ordinance. The administration was prepared if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in city procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration

shall seek an opinion from the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

FOR
CITY OF FORT WAYNE, INDIANA
WATER WORKS IMPROVEMENT PROJECT

CONTRACT NO. 84-W-3
BID DATE: MAY 16, 1984

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City construction contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirement the undersigned commits Seventeen percent (17 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

	<u>Name of Firm</u>	<u>Type of Work</u>
1.	<u>None</u>	
2.		
3.		
4.		

Submitted on: June 7, 1984

By: Richard W. Pearson & Tidy Co. Inc.
(Company Name)

Richard W. Pearson
Name & Title of Person Authorized to Sign)

Business Address: #1 Hitzfield St
Huntington, IN 46750

Phone Number: 219/356-1150 or 219/672-3336

BILL NO. S-84-06-12

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE approving a Contract between Richard Ness Excavating
& Trucking, Inc., for Demolition of City Utilities Building,
Resolution #5997-84 and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE no PASS.

MARK E. GIAQUINTA, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

JANET G. BRADBURY

THOMAS C. HENRY

DONALD J. SCHMIDT

Mark E. Giaquinta
James S. Stier

Thomas C. Henry
Donald J. Schmidt

CONCURRED IN 6.26.84
SANDRA E. KENNEDY, CITY CLERK

TITLE OF ORDINANCE Contract for Res. #5997-84, City Utilities Bldg. Demolition, Richard Ness Trucking & Excavating, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This Contract for Res. #5997-84 between Richard Ness Excavating & Trucking is for the demolition of buildings, structures, and clearing site located at 308 East Berry Street, known as "City Utilities Bldg."; more particularly located on Lot 66, County Addition, and Lot #1 of Hanna Addition. Contract amount is \$36,764.00.

1-84-06-120

EFFECT OF PASSAGE Demolition of City Utilities Building

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$36,764.00

ASSIGNED TO COMMITTEE _____